



Embassy of the United States of America

Manila, Philippines

March 17, 2014

Dear Prospective Offeror:

SUBJECT: Solicitation Number **SRP380-14-Q0010**
Airfreight Cargo & Pouch Handling Services

The Embassy of the United States of America invites you to submit a quotation for Airfreight Cargo & Pouch Handling Services for the United States Embassy Manila.

The Embassy intends to conduct a pre-quotation conference at the site on April 2, 2014 at 10:00AM. All prospective offerors who have received a solicitation package are invited to attend. Please fax the name/s of your representative/s and vehicle information, such as type, color and plate number, for the pre-proposal conference no later than March 31, 2014 through fax number 548-6762. Access to USG facilities will not be permitted without prior access clearance.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed" to the Contracting Officer on or before **4:00PM** on **April 15, 2014**. No quotations will be accepted after this time.


For a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Prices
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to Procurement Agent, Kristine Grace C. Alcantara by letter or by telephone 832-0826 during regular business hours.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,


NENITA V. WHITAKER
Contracting Officer

Enclosure: SRP380-14-Q-0010


Review Clearance: CSMecabalo / Drafter: KGCAlcantara

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER PR2979986				PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE (mm-dd-yyyy)		4. ORDER NUMBER	
5. SOLICITATION NUMBER SRP380-14-Q-0010		6. SOLICITATION ISSUE DATE (mm-dd-yyyy) 03-17-2014			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kristine Grace C. Alcantara		b. TELEPHONE NUMBER (No collect calls) 632 832-0826	
9. ISSUED BY American Embassy Manila Attention: GSO/C&P 1201 Roxas Boulevard Ermita, Manila		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: SIZE STANDARD:		<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13a.	
15. DELIVERY TO American Embassy Manila Manila, Philippines		16. ADMINISTERED BY CSM: NVW:		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR		18a. PAYMENT WILL BE MADE BY American Embassy Manila Attention: FMC 1201 Roxas Boulevard Ermita, Manila		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO. 1		20. SCHEDULE OF SUPPLIES/SERVICES Air Freight Cargo and Air Pouch Handling Services for U.S. Embassy Manila --- SEE ATTACHED --- <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>		21. QUANTITY 1	
				22. UNIT lot	
				23. UNIT PRICE 0.00	
				24. AMOUNT 0.00	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) 0.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ (mm-dd-yyyy). YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, AS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED (mm-dd-yyyy)		31b. NAME OF CONTRACTING OFFICER (Type or Print)	
				31c. DATE SIGNED (mm-dd-yyyy)	

TABLE OF CONTENTS

Section 1 - The Schedule

- SF1449 cover sheet
- Continuation to SF1449, *RFQ SRP380-14-Q-0010*, Schedule of Supplies/Services, Block 20
- Attachment 1: Scope of Work
- Attachment 2: Packing Specifications
- Attachment 3: Government Furnished Property

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses, FAR and DOSAR clauses not prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR clauses not prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Representations and Certifications
- Addendum to Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

CONTINUATION TO SF-1449, RFQ SRP380-14-Q-0010

SECTION 1 - THE SCHEDULE
PRICES, BLOCK 23

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
AIR FREIGHT CARGO AND AIR POUCH HANDLING SERVICES

1. PERFORMANCE WORK STATEMENT

- A. The Contractor shall provide services for the U.S. Embassy Manila in accordance with Attachment 1, Description/Specifications/Work Statement and the Exhibits contained in this contract. The Contractor shall provide sufficient number of qualified labor, materials, appropriate equipment and tools of trade, expertise, supervision and transportation necessary on handling airfreight shipments consisting of office supplies, furnishings and equipment, Government employees' unaccompanied air baggage (UAB) and personal effects, and for incoming pouches of the Government. The services shall include but not be limited to customs clearing, checking, receiving from carrier, documenting and processing correction of discrepancies, processing cancellation of letter of guaranty, and delivery and/or pick-up from locations identified by the Government. Freight charges, break bulk and deconsolidation fees shall be prepaid by the Contractor and reimbursed by the Government. Storage charges shall be reimbursed by the Government provided these were not incurred due to the fault of the Contractor.
- B. For each year of the contract, the U.S. Government guarantees a minimum order of ₱500.00. The maximum amount of pick-up and shipping services each year of this contract will not exceed the total estimated amount under Item No. 4, 4.A, 4.B, 4.C.
- C. The contract type will be an indefinite-delivery, indefinite-quantity type of contract under which firm fixed-price delivery orders may be placed. Delivery orders can be issued using the Order for Supplies or Services Form (OF-347), copy provided as Attachment 2.
- D. The quantities of supplies and services specified in this schedule are estimates only and are not guaranteed by this contract. The Contractor shall furnish to the Government, when and if ordered, the supplies or services as specified in this Schedule. The Government may issue orders requiring performance at multiple locations. Except as specified in the Delivery-Order Limitations clause or in the paragraph below, there is no limit on the number of orders that may issued/ordered.

2. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

The contract will be for a one-year period from the date of the contract award, with **two (2)** one-year options.

3. **PRICING**

- A. The firm-fixed prices below shall include all direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The prices include all expenses and materials required to perform, delivery, handling, documentation and brokerage charges, where applicable, to the extent necessary to complete the work. For customs clearing, receipted expenses including freight charges shall not be included in the firm-fixed prices below and are not part of the contract. Receipted expenses including freight charges, if any, for customs clearance will be handled via petty cash procedure or any appropriate means determined by Financial Management Center (FMC).

This will entail attending to all customs formalities, preparation of appropriate shipping documents, processing, correction of discrepancies, cancellation of letter of guaranty and the fulfillment of other required shipping formalities. The contractor shall be paid only for actual services performed and no claim for additional compensation shall be allowed which is not authorized by the Contracting Officer or his representative.

- B. The Government will make payment in Philippine peso.
- C. **VALUE ADDED TAX.** Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

4. **BASE PERIOD PRICES** (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months). Prices shall not include VAT. Refer to VAT exemption under Paragraph 3.C.

<u>Description of Service</u>	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Rate Per Unit In Pesos</u>	<u>Total Estimated Amount in Pesos</u>
(a) Incoming Cargo Shipments (a.1 and a.2 within Metro Manila)				
(a.1) Minimum charge for 1-45 kgs. (gross weight)	160	shipment	_____	_____
(a.2) Additional charge for over 45 kgs. (gross weight)	65,000	kg.	_____	_____
(a.3) Additional charges to a.1 and a.2 for delivery to:				
(a.3.1) Tinang, Tarlac	10	shipment	_____	_____
(a.3.2) Baguio City	2	shipment	_____	_____
(a.3.3) Cebu City	5	shipment	_____	_____
(a.4) With amendment	30	shipment	_____	_____

<u>Description of Service</u>	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Rate Per Unit In Pesos</u>	<u>Total Estimated Amount In Pesos</u>
(a.5) <i>Delivery outside the U.S. Government working hours (refer to Attachment 1)</i>	10	shipment	_____	_____
(a.6) <i>Temporary Warehouse Storage Services (refer to Attachment 1, subsection 3(e)(6))</i>	80	cbm	_____	_____
(b) Incoming International Diplomatic Pouch				
(e.1) Minimum charge for 1-45 kgs.	305	pouch bag	_____	_____
(e.2) Additional charge for over 45 kgs.	35,000	kg.	_____	_____
TOTAL ESTIMATED COST FOR THE BASE YEAR (sum of line items (a) to (e))			P _____	

The Government will not consider any claim for any additional compensation unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this contract or authorized by the Government in writing in advance.

4.A. FIRST OPTION YEAR PRICES

Option Term: Twelve (12) Months

Prices shall not include VAT. Refer to VAT exemption under Paragraph 3.C.

<u>Description of Service</u>	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Rate Per Unit In Pesos</u>	<u>Total Estimated Amount in Pesos</u>
(a) Incoming Cargo Shipments (a.1 and a.2 within Metro Manila)				
(a.1) Minimum charge for 1-45 kgs. (gross weight)	160	shipment	_____	_____
(a.2) Additional charge for over 45 kgs. (gross weight)	65,000	kg.	_____	_____
(a.3) Additional charges to a.1 and a.2 for delivery to:				

(a.3.1) <i>Tinang, Tarlac</i>	10	shipment	_____	_____
(a.3.2) <i>Baguio City</i>	2	shipment	_____	_____
(a.3.3) <i>Cebu City</i>	5	shipment	_____	_____
(a.4) <i>With amendment</i>	30	shipment	_____	_____
(a.5) <i>Delivery outside the U.S. Government working hours (refer to Attachment 1)</i>	10	shipment	_____	_____
(a.6) <i>Temporary Warehouse Storage Services (refer to Attachment 1, subsection 3(e)(6))</i>	80	cbm	_____	_____

(b) Incoming International Diplomatic Pouch

(e.1) Minimum charge for 1-45 kgs.	305	pouch bag	_____	_____
(e.2) Additional charge for over 45 kgs.	35,000	kg.	_____	_____

TOTAL ESTIMATED COST FOR THE FIRST OPTION YEAR **P** _____
(sum of line items (a) to (e))

The Government will not consider any claim for any additional compensation unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this contract or authorized by the Government in writing in advance.

4.B. SECOND OPTION YEAR PRICES

Option Term: Twelve (12) Months

Prices shall not include VAT. Refer to VAT exemption under Paragraph 3.C.

<u>Description of Service</u>	<u>Estimated Quantity</u>	<u>Unit of Measure</u>	<u>Rate Per Unit In Pesos</u>	<u>Total Estimated Amount in Pesos</u>
(a) Incoming Cargo Shipments <i>(a.1 and a.2 within Metro Manila)</i>				

(a.1) Minimum charge for 1-45 kgs. (gross weight)	160	shipment	_____	_____
(a.2) Additional charge for over 45 kgs. (gross weight)	65,000	kg.	_____	_____

Description of Service	Estimated Quantity	Unit of Measure	Rate Per Unit In Pesos	Total Estimated Amount in Pesos
(a.3) Additional charges to a.1 and a.2 for delivery to:				
(a.3.1) <i>Tinang, Tarlac</i>	10	shipment	_____	_____
(a.3.2) <i>Baguio City</i>	2	shipment	_____	_____
(a.3.3) <i>Cebu City</i>	5	shipment	_____	_____
(a.4) <i>With amendment</i>	30	shipment	_____	_____
(a.5) <i>Delivery outside the U.S. Government working hours (refer to Attachment 1)</i>	10	shipment	_____	_____
(a.6) <i>Temporary Warehouse Storage Services (refer to Attachment 1, subsection 3(e)(6))</i>	80	cbm	_____	_____

(b) Incoming International Diplomatic Pouch

(e.1) Minimum charge for 1-45 kgs.	305	pouch bag	_____	_____
(e.2) Additional charge for over 45 kgs.	35,000	kg.	_____	_____

TOTAL ESTIMATED COST FOR THE SECOND OPTION YEAR **₱** _____
(sum of line items (a) to (e))

The Government will not consider any claim for any additional compensation unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under this contract or authorized by the Government in writing in advance.

4.C. GRAND TOTAL PRICE FOR BASE YEAR PLUS 2 OPTION YEARS

Base Year Total : ₱ _____

First Option Year Total : ₱ _____

Second Option Year Total : ₱ _____

Grand Total : **₱** _____

5. ORDERS

All requests for shipments or performance of individual jobs under this contract shall be issued via an order placed by the Contracting Officer. This task order will contain the following information:

- (a) Name of Contractor,
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Name of person placing order
- (f) Itemized list of shipment and services furnished
- (g) Quantity, unit price, and total price of each item or service, less applicable discounts

Orders may be placed orally initially, but must be followed up in writing within 48 hours via issuance of a task order. Only a Contracting Officer may place an order, either orally or in writing.

6. DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Qty</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
Copy of airway bill and packing List	No. issued	within 24 hrs upon arrival of the shipment	COR
Government Identity Cards	No. issued	returned upon expiration of contract or when an employee leaves contractor service	COR
Certificate of Insurance	1	10 calendar days after contract award	CO

DELIVERIES AFTER CONTRACT EXPIRATION

The Contractor shall not be required to make any deliveries under this contract after the expiration of the contract period. However, any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order was completed during the contract's effective period.

7. INVOICES AND PAYMENT

- (a) Individual invoices shall be submitted for each order, accompanied by the task order and other supporting documents. Invoices shall be submitted in the original with three (3) copies to the Financial Management Center at the following address (designated payment office only for the purpose of submitting invoices):

**American Embassy Manila
Attention: Financial Management Center (FMC)
1201 Roxas Boulevard
Ermita, Manila**

- (b) An acceptable invoice containing expenditures for international air shipments on foreign flag air carriers shall include the appropriate certificate or waiver for a U.S. carrier. The Government will disallow expenditures for international air on foreign flag air carriers unless the appropriate certificate or waiver is attached to invoices. The certification used in clause 52.247-63, Preference for U.S.-Flag Air Carriers, satisfies the justification requirement. Invoices should include the original copy of official receipt for receipted charges.

8. GOVERNMENT APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required: (1) a police check covering criminal and/or subversive activities; (2) a check of personal residence, and (3) a credit investigation. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE CONTRACTOR SHALL NOT USE ANY EMPLOYEES UNDER THIS CONTRACT WITHOUT GOVERNMENT APPROVAL.

9. KEY PERSONNEL.

The Contractor shall assign to this contract the following key personnel.

<u>Position/Function</u>	<u>Name</u>
Project Manager	*

The Project Manager shall be fluent in the English language. During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

10. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

11. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance:

(a) Workers' Compensation and Employer's Liability

Workers' Compensation and Occupational Disease	* Statutory--as required by host country law
Employer's Liability	

(b) Comprehensive General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off site stated in Philippine currency:

Per Occurrence	₱ 100,000.00
Cumulative	₱ 500,000.00

2. Property Damage on or off site stated in Philippine currency:

Per Occurrence	₱ 100,000.00
Cumulative	₱ 500,000.00

The foregoing types and amounts of coverage are the minimums required. The Contractor shall obtain any other types of coverage required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such coverage shall be as provided by law or sufficient to meet normal and customary claims.

12. BONDING OF EMPLOYEES

The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

13. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

ATTACHMENT 1
PERFORMANCE WORK STATEMENT CONTINUATION
PACKING AND SHIPPING

1. **GENERAL**

The Contractor shall provide services for the American Embassy Manila as described. This consists of air freight cargo and pouch handling services. The Contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work required. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes. Performance requirements for required work are described below.

2. **DEFINITIONS**

"Calendar Day" means the twenty-four hour period from midnight-to-midnight. Saturdays, Sundays, and all holidays are considered calendar days.

"Cargo" means any items consigned to the Contractor under this contract for inbound or outbound shipment, whether consisting of household effects or U.S. Government-owned materials.

"Client" means all United States mission personnel for whom the required services are to be rendered.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section 2 of this contract/purchase order.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Misconsigned shipment" means inbound shipments that belong to the Embassy but are not properly consigned to the Embassy.

"NAIA" means Ninoy Aquino International Airport at Paranaque City, Manila.

"Ordering Officer" means the Contracting Officer of the U.S. post.

"Pouch" means unclassified materials/documents placed in a sealed white colored canvass or cloth bag, which displays on the surface "Department of State Diplomatic Pouch" with pouch tags.

"Services" means the services performed, workmanship, and material furnished or utilized in the performance of the services.

3. **STATEMENT OF WORK**

(a) **INCOMING SHIPMENTS (CARGO)**

- (1) From Monday through Friday (except Philippine holidays), the contractor must have at least two (2) regular runs (7:30 a.m. and 1:30 p.m.) with all the airlines to check the arrival of the Embassy shipments and to pick up original air waybill (AWB) and to deliver directly to GSO/Transportation Unit (GSO/TU). .

The Contractor shall also schedule two (2) regular runs (between 10:30 a.m. – 11:30 a.m. and between 3:00 p.m. – 4:00 p.m.) to pick up documents from the Embassy to GSO/TU. For consolidated shipments, the Contractor will be advised by GSO/TU to pick up the original air waybill (AWB) from the consolidator. The air waybill must be hand-carried immediately to GSO/Transportation Unit, Seafront Compound, Pasay City to prepare the Certificate of Tax Exemption (CTE) and Letter of Guaranty. The Contractor is allowed to fax a clear copy of the AWB to GSO/TU provided that the Contractor will confirm receipt thereafter and still deliver the AWB within that day from 7:30 a.m -11:30 a.m. and from 1:00 p.m. to 4:00 p.m.

- (2) As ordered, pick up from the Government all documents of the consignment including Letter of Guaranty, authorization and copy of the Certificate of Tax Exemption (with the Department of Foreign Affairs stamp indicating "received") for clearing through Customs. Thereafter, pick up and deliver shipment to the place designated by the consignee in the Metro Manila area or provincial areas stated in the task order.
- (3) This service must be completed within 48 hours or two (2) working days from the time the documents are picked up from the Government. The Government shall hold the Contractor free and harmless from any and all liability for any delay resulting from causes beyond its control, including but not limited to, force majeure, civil disturbances (e.g., coup d'etat, civil war, etc.) and/or violent exercise of force by third parties. Related charges that may be incurred such as storage, breakbulk/deconsolidation fee and other related charges shall be prepaid by the contractor and reimbursed by the Government provided, however, that the charges were not incurred due to the fault of the Contractor. Storage charges incurred due to late forwarding of AWB, late pick up of documents from the Embassy or non-compliance with the completion time shall not be reimbursed by the Government. Failure of the Contractor to pick up documents from the Embassy on the day of notification or picks up beyond 4:00 p.m. shall be considered late pick up. Reimbursement shall be accomplished upon presentation by the Contractor of an invoice covering prepaid freight and related charges supported by an original prepaid receipt and statement identifying the consignment and the delivery/call order number. The invoice must be certified by the COR for satisfactory completion of services prior to actual payment. The basis of charges under incoming cargo, sub-line items A.3(a.1) and A.3(a.2) (and corresponding option years) is the gross weight on the AWB. The Contractor shall also be responsible for securing prior permission to deliver UAB to any of the residential villages/subdivisions including payment of such entrance fee, when required, to perform delivery to any of the residential villages/subdivisions. In addition, under Section A.3.d, Temporary Warehouse Storage Services and corresponding option years, stored shipments that are less than one (1) cbm shall be charged as one (1) cbm per day. Additional related charges that may be incurred for failure of the Contractor to deliver the consignment within the stated time will not be reimbursed by the Government.
- (4) For all incoming perishable shipments that require special handling and storage (refrigerated, frozen, etc.) the Government will provide the approved Letter of Guaranty and forward it to the Bureau of Customs at NAIA to avoid spoilage and delay. Perishable shipments must be cleared through Customs and delivered to the designated area within 24 hours upon arrival. If the perishable shipment cannot be delivered to the designated area within 24 hours upon arrival and the failure is due to the fault of the contractor, the Contractor shall arrange for cold storage of such items following the manufacturer's instructions to prevent spoilage at no additional cost to the Government. If the Government requested the Contractor not to deliver the perishable shipment within 24 hours upon arrival and requested storage for delivery during working hours of the next working day, the Government shall reimburse the Contractor for the actual cost of storage. The storage cost shall be supported with the original receipt and included as part of the reimbursable costs. The Contractor shall deliver the shipment to the designated delivery address as instructed by GSO/TU between 7:30 a.m. to 4:30 p.m., Monday

to Friday, excluding American & Philippine holidays, unless otherwise agreed with prior approval of the Transportation Officer.

- (5) All letters of guaranty issued by the Government to release the shipments shall be cancelled on a bi-monthly basis with the Philippine Bureau of Customs by the contractor's representative at no additional cost to the Government. The Contractor shall also submit a report on a bi-monthly basis to GSO/TU of all cancelled letters of guaranty at the TAX Exempt Division, Bureau of Customs. Photocopying expenses incurred in the cancellation shall be paid by the contractor as part of processing fee but not reimbursed by the US Government.
- (6) Inbound shipments that belong to the Embassy but are not properly consigned to the Embassy or do not have the correct description shall be corrected. The Government will issue a Request for Amendment of Inward Manifest addressed to the Bureau of Customs. The Contractor shall process the necessary documents to amend the air waybill to show U.S. Embassy as the proper consignee or correct the description of the item. The cost of this service shall be in accordance with Section 1.4 and corresponding option years. The Contractor must process the amendment within twenty four (24) hours upon receipt of the request for amendment of the inward manifest from the COR.
- (7) At the request of the owner, Unaccompanied Air Baggage that is crated shall be removed from the crates at the residence in his/her presence and placed at the designated area. The Contractor shall be responsible to clean the debris after uncrating or unpacking the cargo at the designated work area. The Contractor shall also ensure that adequate number of personnel including necessary equipment and tools are provided to complete the unloading, uncrating or unpacking services. The Embassy will not provide any manpower assistance to the Contractor to complete such services.
- (8) The Contractor shall provide a mobile phone or any communication device to their field personnel to be able to provide immediate status reports on any shipments when required by the Transportation Officer.
- (9) The Contractor shall assign a minimum of two (2) personnel aside from the driver for shipments weighing more than 100 lbs.
- (10) All services shall be performed in an expeditious manner.
- (11) All Contractor personnel rendering services under this contract must wear their identification badges issued by the Government at all times.

(b) INCOMING DIPLOMATIC POUCH

As authorized by the COR, the Contractor shall pick up all necessary documents from various airlines, process the documents and effect the release and delivery of the pouches to the IM Distribution Office.

(c) SERVICES OUTSIDE REGULAR WORKING HOURS

The Contractor must exercise its best effort to release the incoming shipment within the regular working hours. In case the Contractor is required by the respective CORs to release perishable items, aircraft parts for Department of Defense aircraft, exhibit and training materials and equipment and other shipments through Customs outside regular working hours and cannot wait for the next

working day, the Contractor shall be paid at the rate specified under Section A.3(c) and corresponding option years.

(d) FREIGHT HANDLING

- (1) The Contractor shall act as agent of the Government on any selected incoming cargo which may be assigned to the Contractor under this contract, including the transport of Government cargo within the Philippines. The Contractor accepts full responsibility for any and all losses and/or damage, from the time such cargo is received by the Contractor until it is released into the custody of the Government as evidenced by a signed receipt.

The Contractor further agrees that in any instance involving loss or damage to the Government cargo, where the Contractor fails to exercise reasonable diligence, the Contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage.

- (2) All incoming Government cargo handled by the Contractor under the terms of this contract shall be transported from Customs bonded facilities or the Contractor's warehouse to the final destination in the U.S. Embassy Manila or anywhere within Metro Manila, unless stated in the delivery order to deliver including off-loading from the Contractor's vehicle, as specified by the COR unless otherwise directed by the COR in writing to the Contractor.
- (3) In carrying out the terms of this contract, the Contractor shall be responsible for providing all necessary equipment, communication tools – handheld radio or cellphone, personnel, vehicles and drivers for pickup and delivery of the Government cargo as directed.
- (4) All incoming shipments handled by the Contractor shall be protected from physical damage while in transit by adequate covering, and shall, while in transit or in the Contractor's warehouse, be safeguarded against damage, the elements, pilferage or any other hazards.
- (5) The COR will notify the contractor if a cargo needs to be placed for temporary warehousing into the contractor's warehouse. As a standard industry practice, no storage charges or any other charge shall be assessed for two (2) calendar days upon delivery of cargo into the contractor's warehouse. The COR will advise the contractor when the cargo is ready to be delivered to its ultimate address. All incoming cargoes for storage under this item must be stored in the Contractor's secured and fireproof warehouse.

4. CONTRACTOR RESPONSIBILITIES

- (a) The Contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed. When deviations are considered necessary, specific instructions or waivers shall be obtained in writing from the Contracting Officer (CO).
- (b) Receipt of Shipments in Damaged Condition. It shall be the responsibility of the Contractor to notify the COR immediately in the event any shipment is received in damaged condition and make appropriate notation of any visible loss or damage on the reverse side of the delivery receipt.
- (c) Subcontracting Services. The Contractor shall not subcontract out any services under this contract.
- (d) Work Skills and Experience. The contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their individual tasks.

(e) Presence at the Work Site. The Contractor's workforce shall be on-site for contractual duties only and not for personal business or any other purposes other than performance of this contract.

(f) Professional Bearing and Courtesy

All contractor employees shall:

- (1) Be courteous at all times
- (2) Arrive at the work site promptly at the scheduled time, with materials necessary to properly complete the job;
- (3) Present credentials identifying themselves as employees of the company;
- (4) Refer any unresolved questions to the COR.

The contractor's employees shall not at any time:

- (1) Smoke in the client's facility or residence;
- (2) Arrive at the facility or residence under the influence of drugs or alcohol, or even with alcohol on the breath;
- (3) Drink alcoholic beverages on the job, even if offered;
- (4) Use the client's bathroom or towels without permission. Contractor should supply workers with adequate clean up materials;
- (5) Engage in prolonged discussion or argument regarding the job;
- (6) Perform any work for the client not specified in this contract; or
- (7) Request or accept any articles or currency as a gratuity from the client for work performed under this contract.

5. RECORD-KEEPING REQUIREMENTS

- (a) Logbook. The Contractor shall maintain a logbook in order to track completed assignments. The Contractor shall assign dedicated personnel who will ensure that the logbook or records of Embassy shipments are updated from time to time to be able to provide updated information for shipments when requested by the GSO/TU. The assigned personnel shall provide a history of all shipments to determine responsibility for payment of storage charges, whether it be the Government or the Contractor. The assigned personnel shall also be responsible for informing GSO/TU when a shipment has been delivered by providing a copy of the delivery receipt signed by the ultimate owner agency/office or employee immediately.
- (b) The log shall list the arrival date of each shipment, AWB number, date of pickup of necessary documents at GSO/TU, date of submission of AWB to GSO/TU, ultimate consignee, number of packages, item description, delivery order number, date of release, actual number of packages received, condition, and date and time of delivery.
- (c) At the request of the Contracting Officer's Representative (COR), the Contractor shall survey the goods and furnish the Government with a written statement of the weight and list of goods to be

shipped via air within twenty-four (24) hours after the survey. The Contractor shall be ready to perform the services required on the scheduled date and time as instructed by the COR. The Government shall notify the contractor 48 hours in advance unless otherwise mutually agreed. Any services performed outside of normal business hours as may be agreed upon between the parties to this contract shall be for the mutual convenience of the contracting parties and shall create no liability on the part of the Government for overtime or premium pay charges.

6. INVENTORY SYSTEM

In conjunction with the client or his/her agent, the contractor shall prepare four (4) copies of an Inventory List of all articles packed, bearing the signature of the client or his/her agent together with the signature of the Contractor, both certifying to the correctness of the inventory. The Contractor shall ensure diligence in recording any unusual condition of the goods being packed by the Contractor. The inventory shall list each article. Words such as "OFFICIAL CARGO" or other general descriptive terms such as marred, scratched, soiled, worn, torn, gouged, and the like shall be avoided unless they are supplemented with a statement describing the degree and location of the exception. Care in the preparation of the initial inventory will assist in protecting the client of the property and the Contractor in the event of loss and/or damage. Inventory Lists shall specify the name of the client of the goods, the date of shipment and the name of the Contractor, and contain on the form an explanation of the condition symbols and location symbols. The original of the Inventory List will be retained by the Contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR.

7. WAREHOUSE RECEIPT

- (a) Upon receipt of effects, the Contractor shall prepare a Non-Negotiable Warehouse Receipt. The terms shall be subject to approval by the COR, indicating the American post as the depositor. If the Warehouse Receipt contains provisions that differ from items in this contract, or that are not contained in this contract, these provisions in the Warehouse Receipt shall have no effect against the United States Government unless the United States Government specifically, in writing, approved each provision at the time the receipt was drafted.
- (b) The Warehouse Receipt shall also indicate the name of the owner of the goods, AWB number, the kind of items received, actual weight, actual measurement in metric volume (cubic meter), number of pieces or packages, storage lot number, and the condition in which they are received. The Contractor shall hand carry the original Warehouse Receipt to the COR within 24 hours upon receipt of the cargo and/or UAB for temporary storage at the Contractor's warehouse. If access and segregation and/or partial removal is performed, the Contractor shall prepare a new Non-Negotiable Warehouse Receipt and provide the same information and submit to the COR within 24 hours after the delivery.

8. REQUIREMENTS FOR THE DELIVERY OF UNACCOMPANIED BAGGAGE (UAB) and GENERAL CARGO

- (a) Receipt of Effects and Unaccompanied Air Baggage.

It shall be the responsibility of the contractor to notify the COR immediately if any shipment is received in damaged condition and make notation of any visible loss or damage on the reverse side of the delivery receipt. The COR shall provide the Contractor the date, time, and place of delivery of the UAB and/or official cargo. The Contractor shall submit to the COR the original Bad

Order Condition Report for each shipment from the Bureau of Customs immediately upon release of the shipment.

(b) Unpacking of UAB or Cargo

- (1) At the request of the owner employee or office/agency, the Contractor shall unpack the client's UAB or cargo and remove all debris the same day the effects are delivered, or by the close of the next working day; unless the client requests removal of debris at a later date.
- (2) The contractor shall use a tarpaulin or other suitable floor covering to protect floors while work is in progress.

(c) Obtaining Delivery Receipt

- (1) The contractor shall be required to obtain a delivery receipt in duplicate signed by the client or his/her authorized agent upon completion of the delivery and/or the unpacking and placing of the UAB and cargo in the residence. The original of this receipt shall be retained by the contractor with a copy furnished to the owner employee or office agency as well as to the COR and the remaining copy shall be submitted with the contractor's invoice for payment.
- (2) It shall be the responsibility of the contractor to prepare a separate Inventory List, signed by the client or his/her agent, listing all articles lost or damaged and describing such loss or damage. This Inventory List shall be submitted to the COR within twenty-four (24) hours after delivery of the goods to the owner employee or agency.

9. WEIGHT CERTIFICATE

The contractor shall submit to the COR with each invoice a weight certificate, signed by the Government employee for whom services were rendered, and the name of any Government employee who witnessed the weight reading.

10. FACILITIES

- (a) Facilities used for the performance of services under this contract must be approved by the COR. Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, free of moths, rats, mice and other vermin, and in orderly condition at all times.
- (b) Each building used for storage under this contract shall have as the minimum standard for qualification either:
 - (1) an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or
 - (2) a fire prevention and control plan, posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order at all times.

In addition, each storage facility must be protected by an adequate water supply for fire-fighting and a fire department which is responsive twenty-four hours per day. Statements from the

cognizant fire insurance rating organization shall be used by the Government as a definitive basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

- (c) Based on industry practice, all installed fire protective systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit.

11. ADDITIONAL FACILITIES

The Contractor agrees to furnish the post with full information concerning any additional facilities it acquires, by lease, purchase or otherwise, to allow Government inspection and approval of such additional facilities before Contractor use for performance of any service specified under this contract.

12. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all shipping and packing services set forth in the scope of work.	1. thru 11.	All required services are performed and no more than one (1) customer complaint is received per month.

Monitoring Performance

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

Standard

The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause, FAR 52.212-4 Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

13. PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection Clause.

ATTACHMENT 2
FORM OF-347, ORDER FOR SUPPLIES OR SERVICES

ATTACHMENT 3
RSO BIOGRAPHIC DATA FORM

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013), is incorporated by reference. (See SF-1449, block 27a).

The following FAR clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEPT 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

- (ii) *Alternate I (Nov 2011).*
- (iii) *Alternate II (Nov 2011).*
- (13)(i) *52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).*
- (ii) *Alternate I (Oct 1995) of 52.219-7.*
- (iii) *Alternate II (Mar 2004) of 52.219-7.*
- (14) *52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).*
- (15)(i) *52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).*
- (ii) *Alternate I (Oct 2001) of 52.219-9.*
- (iii) *Alternate II (Oct 2001) of 52.219-9.*
- (iv) *Alternate III (Jul 2010) of 52.219-9.*
- (16) *52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).*
- (17) *52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).*
- (18) *52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).*
- (19)(i) *52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).*
- (ii) *Alternate I (June 2003) of 52.219-23.*
- (20) *52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).*
- (21) *52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).*
- (22) *52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).*
- (23) *52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).*
- (24) *52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).*
- (25) *52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).*
- (26) *52.222-3, Convict Labor (June 2003) (E.O. 11755).*
- (27) *52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).*
- (28) *52.222-21, Prohibition of Segregated Facilities (Feb 1999).*
- (29) *52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).*
- (30) *52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).*
- (31) *52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).*
- (32) *52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).*
- (33) *52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).*
- (34) *52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)*
- (35)(i) *52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)*
- (ii) *Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)*

- __ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- __ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- __ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- __ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (Mar 2012) of 52.225-3.
- __ (iii) Alternate II (Mar 2012) of 52.225-3.
- __ (iv) Alternate III (Nov 2012) of 52.225-3.
- __ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- X (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- __ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- __ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
 - (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).
 - (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
 - (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
 - (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
 - (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.288-5	INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.247-5	FAMILIARIZATION WITH CONDITIONS (APR 1984)
52.247-7	FREIGHT EXCLUDED (APR 1984)
52.247-10	NET WEIGHT - GENERAL FREIGHT (APR 1984)
52.247-11	NET WEIGHT - HOUSEHOLD GOODS OR OFFICE FURNITURE (APR 1984)
52.247-12	SUPERVISION, LABOR, OR MATERIALS (APR 1984)
52.247-13	ACCESSORIAL SERVICES – MOVING CONTRACTS (APR 1984)
52.247-14	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)
52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)

52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERABLE FREIGHT (APR 1984)
52.247-17	CHARGES (APR 1984)
52.247-18	MULTIPLE SHIPMENTS (APR 1984)
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)
52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
52.247-28	CONTRACTOR'S INVOICES (APR 1984)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
52.248.1	VALUE ENGINEERING (OCT 2010)
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See Section 1, clause 2.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.
- (c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than P500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of P250,000.00;
 - (2) Any order for a combination of items in excess of P300,000.00; or
 - (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
(APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.247-23 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO HOUSEHOLD GOODS
(JAN 1991) (DEVIATION)

- (a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being-
 - (1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;
 - (2) Stored in transit; or
 - (3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.
- (b) The Contractor shall be liable for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.
- (c) The Contractor shall indemnify the owner of the goods at a rate of \$5.00 per pound (or metric equivalent in local currency) based on the total Net Weight."

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during Mondays – Fridays, 7:30 am – 4:30 pm, except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

- (a) The Department of State observes the following days as holidays:

New Year's Day (U.S./PHL)	January 1
M. L. King Jr. Day (U.S.)	3 rd Monday of January
U.S. President's Day (U.S.)	3 rd Monday of February
Bataan & Corregidor/Heroism Day (PHL)	April 9
Maundy Thursday (PHL)	Movable Date
Good Friday (PHL)	Movable Date
Philippine Labor Day (PHL)	May 1
U.S. Memorial Day (U.S.)	Last Monday of May
Philippine Independence Day (PHL)	June 12
U.S. Independence Day (U.S.)	July 4
Eid-ul-Fitr (PHL)	Movable Date
Ninoy Aquino Day (PHL)	August 21
U.S. Labor Day (U.S.)	1 st Monday of September
Columbus Day (U.S.)	2 nd Monday of October
U.S. Veterans Day (U.S.)	November 11
U.S. Thanksgiving Day (U.S.)	4 th Thursday of November
Christmas Day (U.S./PHL)	December 25
Special Non-Working Day (PHL)	December 26
Rizal Day (PHL)	December 30
Last Day of the Year (PHL)	December 31

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be

identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (b) The COR for this contract is **Transportation Officer**.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979,as amended (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

- (b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such Requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3
SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. **Volume I – 2 copies (original plus 1 copy);** A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 (Pricing and Schedule) and Section 5 have been filled out.

A.2. **Volume II – 4 copies (1 original plus 3 copies);** Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Resume of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing. The government reserves the right to inspect the Contractor's facility to determine technical capability;

(3) List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in the Philippines then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work to include but not limited to;

- (a) Financial statements describing financial condition and capability, including the audited balance sheet, income statement and cash flow statement for the past three (3) years
- (b) Certification of credit lines with banks/ financial institutions, suppliers, etc;

- (c) List of equipment providing full description, quantity and condition
- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (6) The offeror's strategic plan for *Air Freight Cargo and Air Pouch Handling Services for U.S. Embassy Manila* to include but not limited to:
 - (a) A work plan taking into account all work elements in Attachment 1, Performance Work Statement.
 - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
 - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
 - (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
- (7) Description of vehicles to be used for the transport of shipments.
- (8) Description of warehouse including safety features where shipments may be stored.
- (9) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provision(s) is/are incorporated by reference:

PROVISION

TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
(APR 1991)

The following DOSAR provision is provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Joni Scandola**, at **301-2000**. For a U.S. Embassy or overseas post, refer to the numbers below for the

Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510.

(End of clause)

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

(c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation

(including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that It o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end

products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
-------	-------

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax liability because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(iii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

- [] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does or does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
 - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) *Taxpayer Identification Number (TIN)*.
- o TIN: _____.
 - o TIN has been applied for.
 - o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.
- (4) *Type of organization*.
- o Sole proprietorship;
 - o Partnership;
 - o Corporate entity (not tax-exempt);
 - o Corporate entity (tax-exempt);
 - o Government entity (Federal, State, or local);
 - o Foreign government;
 - o International organization per 26 CFR 1.6049-4;
 - o Other _____.
- (5) *Common parent*.
- o Offeror is not owned or controlled by a common parent;
 - o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (See Department of Treasury, Office of Foreign Assets Control's (OFAC) Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>.)

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

[Proposal Note: If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act (DBA) insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhw/lscarrrier.htm>.]

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUNE 2006)

- (a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number	
(1) United States citizens or residents			
(2) Individuals hired in the United States, regardless of citizenship			
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		local nationals:	
		third-country nationals:	
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		local nationals:	
		third-country nationals:	

- (b) The Contracting Officer has determined that for performance in the country of the **Philippines** -

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

- (c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

- (d) RESERVED

(End of provision)